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Attorneys for Plaintiff The Guardian Insurance and Annuity Company, Inc.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

THE GUARDIAN INSURANCE AND  
ANNUITY COMPANY, INC., a  
corporation,

Plaintiff,

vs.

CARLA M. UNTERMANN, an  
individual; PHILLIP UNTERMANN,  
an individual; BRENDA CAMILLI, an  
individual; JOANNE L. GRIGGS, an  
individual; LISA CAMILLI, an  
individual; KATHLEEN BUTLER  
CAMILLI, an individual; RICHARD  
L. CAMILLI, an individual; DOLPH F.  
CAMILLI, an individual; DIANNE R.  
ABRAHAM, an individual;  
DOUGLAS J. CAMILLI, an  
individual; BRUCE P. CAMILLI, an  
individual; SPCA OF SAN MATEO,  
CALIFORNIA; DIANNE R.  
ABRAHAM, as Successor Trustee of  
the Dolph L. Camilli Bypass Trust;  
WILLIAM H. SHEA, JR., as Successor  
Trustee of the Gerda M. Camilli  
Survivor Trust; CHRIS CAMILLI, an  
individual, and DOES 1 through 10,  
inclusive,

Defendants.

Case No: C 07 3557 CRB

**STIPULATION FOR DISCHARGE,  
DISMISSAL, AND LIQUIDATION  
OF ANNUITY CONTRACTS**

1 Plaintiff The Guardian Insurance and Annuity Company, Inc. ("the  
2 Guardian"), and Defendants Carla M. Untermann, Phillip Untermann, Brenda  
3 Camilli, Joanne L. Griggs, Kathleen Butler Camilli, Richard L. Camilli, Dolph F.  
4 Camilli, Diane R. Abraham, Douglas J. Camilli, Bruce P. Camilli, the Peninsula  
5 Humane Society & SPCA (incorrectly named in the complaint as "SPCA of San  
6 Mateo, California"), Dianne R. Abraham, as an individual and as Successor  
7 Trustee Of The Dolph L. Camilli Bypass Trust, William H. Shea, Jr., as Successor  
8 Trustee Of The Gerda M. Camilli Survivor Trust, and Chris Camilli hereby  
9 stipulate and agree as follows:

10  
11 1. This Stipulation shall constitute acceptance of service of the  
12 Complaint and a general appearance on the part of all Defendants (except for Lisa  
13 Camilli, who is deceased).

14  
15 2. Defendants agree that the proceeds under the Annuity Contracts be  
16 paid in equal shares to Diane R. Abraham, Successor Trustee of the Dolph L.  
17 Camilli Bypass Trust and William H. Shea, Jr., Successor Trustee of the Gerda M.  
18 Camilli Survivor Trust, pursuant to the November 17, 2006 court order issued by  
19 the Superior Court for the County of San Mateo. In sum, Defendants agree that the  
20 proceeds of the annuity contracts shall be paid to the Successor Trustees for  
21 distribution by the trusts instead of pursuant to the beneficiary designations for the  
22 Annuity Contracts executed by Gerda Camilli. Defendants agree that the  
23 beneficiary designations for the Annuity Contracts are hereby deemed terminated  
24 and revoked. For claim form purposes, the beneficiaries shall now be Diane R.  
25 Abraham, Successor Trustee of the Dolph L. Camilli Bypass Trust and William H.  
26 Shea, Jr., Successor Trustee of the Gerda M. Camilli Survivor Trust, in equal  
27 shares.

1           3.     It is agreed that the Guardian shall liquidate Annuity Contracts Nos.  
2     201176527 and 210197866 (the "Annuity Contracts") by the 20th day following  
3     the Court's entry of the order and shall distribute the proceeds of each Annuity  
4     Contract in equal shares to Diane R. Abraham, Successor Trustee of the Dolph L.  
5     Camilli Bypass Trust and William H. Shea, Jr., Successor Trustee of the Gerda M.  
6     Camilli Survivor Trust.

7  
8           4.     Upon liquidation and distribution of the Annuity Contract proceeds,  
9     the Guardian and Defendants, and each of them, shall be discharged from liability  
10    to the other party or parties to the full extent permitted by law with respect to  
11    benefits payable under the Annuity Contracts, and arising out of or on account of  
12    the death of Gerda Camilli.

13  
14          5.     Upon liquidation and distribution of the Annuity Contract proceeds,  
15    the Guardian and Defendants, and each of them, shall be permanently enjoined  
16    from instituting or prosecuting against the other party or parties any proceeding in  
17    any State or United States District Court regarding any benefits payable under the  
18    Annuity Contracts, and arising out of or on account of the death of Gerda Camilli.

19  
20          6.     Each of the parties to this Stipulation releases and discharges the  
21    other, and their respective heirs, officers, insurers and attorneys of and from any  
22    and all claims and demands of any kind and nature, known or unknown, suspected  
23    or unsuspected, disclosed and undisclosed, for damages actual and consequential,  
24    past, present and future, relating to the Annuity Contracts or arising out of or on  
25    account of the death of Gerda Camilli.

1           7.     It is agreed that the Guardian shall be paid the sum of \$8,250 as  
2 reasonable attorney's fees and costs incurred in connection with this interpleader  
3 action, to be paid out of the proceeds from the liquidated Annuity Contracts.

4  
5           8.     This action shall be dismissed in its entirety with prejudice as to all  
6 parties.

7  
8           9.     This stipulation may be signed in multiple counterparts.

9  
10          DATED: June 10, 2008

LAW OFFICES OF JOHN G. CLARK

11  
12                   By: /s/ John G. Clark  
                          as authorized on June 10, 2008  
13                   JOHN G. CLARK  
14                   Attorney for DIANNE R. ABRAHAM,  
15                   as an individual and as Successor  
                          Trustee of the Dolph L. Camilli Bypass  
                          Trust

16          DATED: May 6, 2008

17                   KEITH P. BARTEL  
18                   JEFFREY R. LOEW  
                          CARR, McCLELLAN, INGERSOLL,  
                          THOMPSON & HORN

19                   By: /s/ Jeffrey R. Loew  
20                   as authorized on May 6, 2008  
21                   JEFFREY R. LOEW  
22                   Attorneys for WILLIAM H. SHEA, JR.,  
                          as Successor Trustee of the Gerda M.  
                          Camilli Survivor Trust

23          DATED: September 16, 2008

24                   DANIEL W. MAGUIRE  
25                   KEIKO J. KOJIMA  
                          BURKE, WILLIAMS & SORENSSEN, LLP

26                   By: /s/ Keiko J. Kojima  
27                   KEIKO J. KOJIMA  
28                   Attorneys for The Guardian Insurance  
                          and Annuity Company, Inc.

1 DATED: June 6, 2008

CARLA M. UNTERMANN

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By: /s/ Carla M. Untermann

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CARLA M. UNTERMANN  
In Pro Se

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6 DATED: June 9, 2008

PHILLIP UNTERMANN

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8

By: /s/ Phillip Untermann

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PHILLIP UNTERMANN  
In Pro Se

10

11 DATED: June 3, 2008

BRENDA CAMILLI

12

13

By: /s/ Brenda Camilli

14

BRENDA CAMILLI  
In Pro Se

15

16 DATED: June 12, 2008

JOANNE L. GRIGGS

17

18

By: /s/ Joanne L. Griggs

19

JOANNE L. GRIGGS  
In Pro Se

20 DATED: July 7, 2008

KATHLEEN BUTLER CAMILLI

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22

By: /s/ Kathleen Butler Camilli

23

KATHLEEN BUTLER CAMILLI  
In Pro Se

24

25 DATED: June 3, 2008

CHRIS CAMILLI

26

27

By: /s/ Chris Camilli

28

CHRIS CAMILLI  
In Pro Se

1 DATED: May 30, 2008

RICHARD L. CAMILLI

2  
3 By: /s/ Richard L. Camilli

4 RICHARD L. CAMILLI  
In Pro Se

5  
6 DATED: August 11, 2008

DOLPH F. CAMILLI

7  
8 By: /s/ Dolph F. Camilli

9 DOLPH F. CAMILLI  
In Pro Se

10  
11 DATED: June 2, 2008

DOUGLAS J. CAMILLI

12  
13 By: /s/ Douglas J. Camilli

14 DOUGLAS J. CAMILLI  
In Pro Se

15  
16 DATED: June 19, 2008

BRUCE P. CAMILLI

17  
18 By: /s/ Bruce P. Camilli

19 BRUCE P. CAMILLI  
In Pro Se

20  
21 DATED: May 6, 2008

KIMBERLEY A. FONNER  
LAW OFFICE OF KIMBERLEY A.  
FONNER

22  
23  
24 By: /s/ Kimberley A. Fonner

*as authorized on May 6, 2008*

25 KIMBERLEY A. FONNER  
26 Attorney for The Peninsula Humane  
Society & SPCA  
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